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**CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this _____ day of _____, 2014, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida ("City"), and **The Goldstein Environmental Law Firm, P.A.**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 1 SE 3rd Avenue, Suite 2120, Miami, FL 33131 ("Consultant"). The City and Consultant shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, the City owns a parcel of land (approximately 6.28 acres in size) known as 'Rucks Park', upon which the former Rucks Park Wastewater Treatment Plant was situated on ("Subject Property"); and

WHEREAS, the City is seeking to designate the Subject Property as a Brownfield, pursuant to the Brownfields Redevelopment Act under Sections 376.77 through 376.85, Florida Statutes; and

WHEREAS, City administration has selected Consultant as a sole source provider of specialized environmental legal and consulting services in connection with the Brownfield designation process of the Subject Property, in accordance with Consultant's Proposal dated March 10, 2014 ("Services");

WHEREAS, Consultant possesses all necessary qualifications and specialized expertise to perform the Services for the City, and has expressed the capability and desire to perform such Services; and

WHEREAS, pursuant to Section 7-143 of the City Code of Ordinances ("City Code"), the sole source procurement of goods and services is allowed where the unique and specialized expertise of one source of Services is unlikely to be obtained from any other source and the agreement, by its very nature, is not suitable to competitive bids or proposals; and

WHEREAS, the City Manager finds it in the best interest of the City to enter into a sole source agreement with Consultant for the provision of Services in accordance with the Brownfields Redevelopment Act, in the manner provided under Section 7-143 of the City Code.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 Consultant's engagement letter regarding *Environmental Legal and Consulting Services in Connection with Brownfield Designation for Rucks Park*, dated March 10, 2014 ("Proposal"), attached hereto as Exhibit "A";

2.1.2 Legal description of the Subject Property, attached hereto by reference; and

2.1.3 Any additional documents which are required to be submitted by Consultant under this Agreement.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 This Agreement.

2.2.2 Consultant's Proposal.

ARTICLE 3 - TERM OF AGREEMENT

3.1 The Term of Agreement shall be a period of one (1) year or until such time the Services are completely rendered to the City, whichever comes first; unless otherwise terminated earlier by the City, pursuant to Article 6 below.

3.2 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Consultant's ability to perform Services or any portion thereof, the City may request that the Consultant, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Consultant's ability to perform in accordance with terms of this Agreement. In the event that the Consultant fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 - COMPENSATION

4.1 The City agrees to compensate Consultant an amount not to exceed Thirty Five Thousand Dollars (\$35,000.00), for the provision of Services relating to the Subject Property. This compensation is payable in the manner provided for under Article 2 of the Proposal.

4.2 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Consultant.

ARTICLE 5 - SCOPE OF SERVICES

5.1 The Consultant agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. Consultant shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 The Consultant represents and warrants to the City that: (i) Consultant possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Consultant is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Consultant is duly authorized to execute same and fully bind Consultant as a party to this Agreement.

5.3 The Consultant agrees and understands that: (i) any and all subconsultants used by Consultant shall be paid by Consultant and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subconsultants for any of the work related to this Agreement shall be borne solely by Consultant. Any work performed for Consultant by a subconsultant will be pursuant to an appropriate agreement between Consultant and subconsultant which specifically binds the subconsultant to all applicable terms and conditions of the Contract Documents.

ARTICLE 6 - CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Consultant. In such event, the City shall pay Consultant compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Consultant for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 - INDEPENDENT CONSULTANT

7.1 The Consultant, its employees and agents shall be deemed to be independent Consultants and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Consultant shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

ARTICLE 8 - DEFAULT

8.1 In the event the Consultant fails to comply with any provision of this Agreement, the City may declare the Consultant in default by written notification. The City shall have the right to terminate this Agreement if the Consultant fails to cure the default within ten (10) days after receiving notice of default from the City. If the Consultant fails to cure the default, the Consultant will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Consultant shall return such sums due to the City within ten (10) days after notice that such sums are due. The Consultant understands and agrees that termination of this Agreement under this section shall not release Consultant from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - INDEMNIFICATION

9.1 Consultant agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Consultant, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, caused by or arising out of Consultant's negligence within the scope of this Agreement, including all costs, reasonable attorneys fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or Consultants, which claims are lodged by any person, firm, or corporation.

9.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 10 - PROFESSIONAL LIABILITY INSURANCE

10.1 Prior to the execution of this Agreement, the Consultant shall submit certificate(s) of insurance evidencing required coverage. Consultant will maintain in full force and effect, during the life of this Agreement, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence with a maximum deductible of Fifty Thousand Dollars (\$50,000.00). Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of Services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

10.2 All insurance policies required from Consultant shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 11 - OWNERSHIP OF DOCUMENTS

11.1 All documents developed by Consultant under this Agreement shall be delivered to the City by the Consultant upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Consultant agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, Chapter 119, Florida Statutes. In the event the Agreement is terminated, Consultant agrees to provide the City all such documents within ten (10) days from the date the Agreement is terminated.

11.2 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Consultant pursuant to this Agreement shall at all times remain the property of the City and shall not

be used by the Consultant for any other purposes whatsoever without the written consent of the City.

ARTICLE 12 - NOTICES

12.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Consultant: The Goldstein Environmental Law Firm, P.A.
Attn: Michael R. Goldstein, Esq.
One Southeast Third Avenue, Suite 2120
Miami, FL 33131
Phone: (305) 777-1682
Fax: (305) 777-1681

For the City: City of North Miami
Attn: City Manager
776 N.E. 125th Street
North Miami, Florida 33161

With copy to: City of North Miami
Attn: City Attorney
776 N.E. 125th Street
North Miami, Florida 33161

12.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

12.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

13.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

13.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise

unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

13.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

13.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

13.6 The City reserves the right to audit the records of the Consultant covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

13.7 The Consultant agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

13.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

13.9 The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

13.10 The professional Services to be provided by Consultant pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

13.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

13.12 The Consultant agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

13.13 All other terms, conditions and requirements contained in the Proposal, which have not been modified by this Agreement, shall remain in full force and effect.

13.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

13.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:


Corporate Secretary or Witness:

The Goldstein Environmental Law Firm, P.A., a
Florida for-profit corporation
"Consultant":

By: _____

Print Name: _____

Date: _____

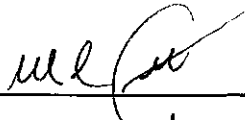


Patricia Novaro
3/13/14

By: _____

Print Name: _____

Date: _____



Michael R. Goldstein
3/13/14

ATTEST:


By: _____

Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal
Corporation:
"City"

By: _____

Stephen E. Johnson
City Manager

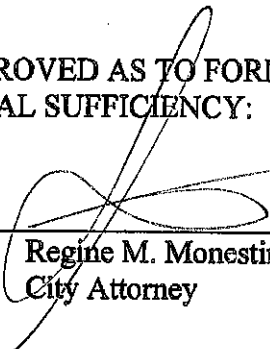


Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____

Regine M. Monestime
City Attorney



Regine M. Monestime
City Attorney

Exhibit A

THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.
Transactions, Development, Permitting, Compliance, Cleanups & Brownfields

One Southeast Third Avenue, Suite 2120
Miami, Florida 33131
Telephone: (305) 777-1680
Facsimile: (305) 777-1681
www.goldsteinenvlaw.com

Michael R. Goldstein, Esq.
Direct Dial: (305) 777-1682
Email: mgoldstein@goldsteinenvlaw.com

March 10, 2014

Via Email Only

Regine M. Monestime, Esq.
City Attorney
City of North Miami
776 N.E. 125th Street
North Miami, FL 33161

Re: Environmental Legal and Consulting Services in Connection with Brownfield Designation for Rucks Park

Dear Ms. Monestime:

Pursuant to your request, The Goldstein Environmental Law Firm, P.A. (the "Firm"), is pleased to provide the City of North Miami (the "City") with this proposal for environmental legal services in connection with designating Rucks Park owned by the City (the "Subject Property") as Brownfield Areas under section 376.80, Florida Statutes. Should the Firm's proposal be acceptable to the City and you elect to execute the acknowledgment below, it will also serve as the Firm's engagement letter and its terms will govern the services that we render to the City and the City's corresponding financial obligations to the Firm.

I. Legal Services

It is our understanding that the City would like to engage the Firm to provide the following environmental legal services, which services shall constitute the Firm's Scope of Work (the "Scope of Work") for purposes of this engagement:

- Interpreting and applying the Florida statutory criteria governing effectuation of a Brownfield Area designation for the Subject Property and then rendering a written analysis with recommendations as to their applicability;

- Summarizing and presenting recommendations regarding the economic and regulatory benefits associated with effectuating the Brownfield Area designation for the Subject Property;
- Summarizing and presenting recommendations regarding federal grant opportunities that may be available to fully or partially fund contamination assessment and cleanup activities at the Subject Property;
- Compiling supporting materials in connection with, and participating in, any community meetings associated with effectuating the Brownfield Area designation for the Subject Property;
- Providing assistance with the preparation of a briefing package with supporting materials for the Subject Property for the City Manager and the City Council;
- Participating in all briefings to the City Manager and the City Attorney regarding effectuation of a Brownfield Area designation for the Subject Property;
- Participating in the Brownfield Area public hearing presentation to the City Council for the Subject Property; and
- Preparing, negotiating, and securing full execution of a Brownfield Site Rehabilitation Agreement ("BSRA") with the Miami-Dade County Department of Regulatory and Economic Resources for the Subject Property.

Please note that the Firm's services are only those expressly set forth in the Scope of Work. Matters not covered by the Scope of Work include but are not limited to the following: (i) any appeal of a denial, in full or in part, of the request for designation of any of the Subject Properties as a Brownfield Area by the City; (ii) any application for any federal, state, and local financial, regulatory, or technical incentive, including but not limited to the Brownfield Redevelopment Bonus Tax Refund, the Sales Tax Refund on Construction Materials, the Voluntary Cleanup Tax Credit, and any federal brownfield grant; and (iii) any assistance with site assessment or remediation matters. Any such additional work requested of the Firm shall be performed pursuant to a separate engagement letter and additional fee as may be agreed to by the parties.

II. Fees

The Firm's fixed fee for the above the Scope of Work is \$35,000.00 (the "Fixed Fee"). The Fixed Fee for each Subject Property shall be paid incrementally as follows:

- \$17,500.00 upon engagement;
- \$7,500.00 upon designation of the Subject Property as Brownfield Area by the City; and
- \$10,000.00 upon full execution of a BSRA for the Subject Property.

III. Costs

The City will be responsible to pay any costs directly associated with Brownfield Area designation of the Subject Properties, including the cost of public notice. The City also agrees to be responsible for any courier, overnight mail, or third party copying costs incurred by the Firm directly related to performance of the Scope of Work but only as first approved by the City in writing.

IV. Other Billing Terms

Any payments that are made after their respective due dates shall accrue interest at 1.5% per month. The Firm reserves the right to suspend or terminate its performance under this engagement letter or any other City related matter if any payment remains outstanding for more than fifteen (15) calendar days. The prevailing party in any litigation that may arise out of this engagement shall be entitled to attorney's fees. Venue shall be in any competent court of jurisdiction in Miami-Dade County, Florida.

V. Other Material Terms

The City agrees that, during the pendency of this engagement, the Firm is allowed to represent other parties that may have business, legal or otherwise, before the City provided that such business does not include any litigation that is adverse to the City (the "Permitted Representations"). The Permitted Representations include but are not limited to representation of parties that are seeking Brownfield Area designations under applicable Florida Law.

VI. Commencement of Work

In order to commence work on behalf of the City, we ask that you sign the acknowledgement below and then return the signed engagement with payment of the applicable, non-refundable initial fee, which shall be deemed fully earned upon receipt. We have included invoices for each of the Subject Properties with this engagement letter for such purpose.

Thank you for the opportunity to be of service in connection with these important and very time-sensitive matters.

Very truly yours,

THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.



Michael R. Goldstein
/mrg

Regine Monestime, Esq.

March 10, 2014

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Acknowledgment and Agreement

I hereby acknowledge on behalf of the City of North Miami that I have read, understand, and accept the terms of the Firm's engagement as defined in the Scope of Work. The Firm is authorized to commence work pursuant to this letter.

REGINE MONESTIME, ESQ.

By: _____

Name: _____

Title: _____

Date: _____